

**Departmental Examination of Engineering
Officers, May 2015**

LAW OF CONTRACT AND ARBITRATION

(Without Books)

(Civil/Mechanical/Electrical)

Full Marks – 100

Time – Three hours

The figures in the margin indicate full marks
for the questions.

GROUP-A

1. Answer any 2 (*two*) questions : $2 \times 5 = 10$
- (i) What is fraud? Distinguish between misrepresentation and fraud.
 - (ii) "An agreement without consideration is void". Explain with illustration and cite exception.
 - (iii) What agreement is said to be opposed to Public Policy?
 - (iv) What are the Duties and Rights of an agent?

[Turn over

2. From the four alternatives provided with each question, choose the correct answer and write it in answer sheet : $15 \times 2 = 30$

(i) Contractual rights and duties are created by

- (a) statute
- (b) state
- (c) custom
- (d) parties.

(ii) Promises which form the consideration or part of the consideration for each other are called

- (a) reciprocal promises
- (b) cross offers
- (c) conditional offer
- (d) conditional promises.

(iii) A bought a house for Rs. 30 lakhs. Which of the following right is available to A after the purchase

- (a) he has right against the seller to have a quiet possession of the house and enjoy in it
- (b) he has right against the whole world to have a quiet possession of the house and enjoy in it

- (c) he has a moral right over the house
 - (d) he has a right to live in the house but cannot sell.
- (iv) Offer as defined under section 2(a) is
- (a) communication from one person to another
 - (b) suggestion by one person to another
 - (c) willingness to do or abstain from doing an act in order to obtain the assent of other thereto
 - (d) none of the above.
- (v) Promises which form the consideration or part thereof, for each other under section 2(f) are called
- (a) acceptances for different proposals
 - (b) agreements
 - (c) reciprocal promises
 - (d) consideration.

(vi) An agreement enforceable by law at the instance of one party and not of other party under section 2(i) is called

- (a) a valid contract
- (b) an illegal contract
- (c) void contract
- (d) a voidable contract.

(vii) Which is correct ?

- (a) proposal + acceptance = promise
- (b) promise + consideration = agreement
- (c) agreement + enforceability = contract
- (d) all the above.

(viii) Goods displayed in a shop with a price tag is an

- (a) offer
- (b) invitation to offer
- (c) counter offer
- (d) none of the above.

- (ix) Which of the following is true about a minor in a partnership ?
- (a) A minor can not be partner.
 - (b) a minor can be admitted into the benefits of partnership
 - (c) both A and B
 - (d) None of these.
- (x) Which of the following defines "Sub-agent" in the Indian Contract Act, 1872 ?
- (a) Section 190 (b) Section 191
 - (c) Section 185 (d) Section 181.
- (xi) is made by words written
- (a) express contract
 - (b) implied contract
 - (c) tacit contract
 - (d) unlawful contract.
- (xii) Which one of the following is correct ?
- (a) past consideration is no consideration
 - (b) consideration can be past, present or future

(c) consideration can only be present

(d) consideration can only be present and future.

(xiii) An agreement not to pursue legal remedies but to refer the dispute to the arbitrator, under section 28 is

(a) valid

(b) voidable

(c) void

(d) unenforceable.

(xiv) A invites B for lunch in a hotel. B accepts the invitation. On the appointed day B goes there but A does not come. In this case

(a) B has no remedy against A

(b) B can sue A for not honouring his words

(c) A has to invite B again to keep his promise

(d) B has to wait for another invitation from A

(xv) A contingent contract to do or not to do anything on the happening of an uncertain future event under section 32

(a) is never enforceable

- (b) becomes enforceable only on the happening of that event
- (c) enforceable since the time of making it
- (d) becomes enforceable in the immediate possibility of happening of that event.

GROUP-B

3. Answer any 2(*two*) questions : $2 \times 5 = 10$

- (i) Can the Arbitrator make an interim award ?
If so when and in what manner ?
- (ii) What constitutes an Arbitration agreement within the meaning of Section 7 of the 'Arbitration and Conciliation Act, 1996' ?
- (iii) X enters into a contract with Y. The agreement contains an arbitration clause. X files a suit against Y for breach of contract without referring the dispute to an Arbitrator.
 - (a) Is the suit maintainable ? If not, why ?
 - (b) What will be the role of Judicial Authority ?

4. From the four alternatives provided with each question, choose the correct answer and write it in answer sheet : $5 \times 2 = 10$

(i) An arbitral award shall be enforced in the same manner as if it were a decree of

(a) local authority (b) the court

(c) the tribunal (d) both (b) and (c).

(ii) A 'party' within the meaning of section 2, Arbitration & Conciliation Act, 1996 means

(a) party to the contract

(b) party to the arbitration agreement

(c) party to the suit proceedings

(d) either (a) or (b) or (c).

(iii) Under section 7, Arbitration and Conciliation Act, 1996, an arbitration agreement shall be in writing if it is contained in

(a) a document signed by the parties

(b) an exchange of letters, telex, telegrams or other means of telecommunication which provide a record of the agreement

- (c) an exchange of statements of claim and defence in which the existence of the agreement is alleged by one party and not denied by the other party
 - (d) either (a) or (b) or (c).
- (iv) The 'Presiding Arbitrator' is appointed by :
- (a) parties to the arbitration agreement
 - (b) the appointed arbitrators by each party
 - (c) the Court
 - (d) either (a) or (b) or (c).
- (v) The arbitral tribunal may by order terminate the arbitral proceedings :
- (a) when parties have mutually agreed to seek termination of arbitral proceedings
 - (b) when the claimant withdraws his disputed case and which is not objected by the respondent
 - (c) when the arbitral Tribunal thinks it is impossible to continue proceedings
 - (d) all of the above.

GROUP-C

5. Answer any 2(*two*) questions : $2 \times 5 = 10$

(i) After expiry of the period of limitation as prescribed by the Limitation Act, 1963, a suit is instituted, but no defense was set up by the defendant, what shall be the duty of the court? Discuss.

(ii) Under what circumstances and conditions does a payment of interest or part payment of the principal amount by or on behalf of the debtor extend the period of limitation?

(iii) State the exceptions to the rule mentioned in section 9 of the Limitation Act?

6. From the four alternatives provided with each question, choose the correct answer and write it in answer sheet : $5 \times 2 = 10$

(i) The provisions of section 3, Limitation Act, 1963 are

- (a) mandatory (b) directory
(c) discretionary (d) optional.

(ii) For condonation of delay under section 5, Limitation Act, 1963

(a) length of delay is the only criterion

- (b) length of delay is no matter, acceptability of the explanation is the only criterion
- (c) length of delay certainly matters apart from the acceptability of the explanation
- (d) either (a) or (c).

(iii) Section 4 of Limitation Act applies to

- (a) suits
- (b) appeal and applications
- (c) both (a) and (b)
- (d) none of the above.

(iv) In computing the period of limitation for appeal, review or revision, the time requisite for obtaining a copy of the decree or order appealed shall be excluded under

- (a) section 12(1) (b) section 12(2)
- (c) section 13(3) (d) section 14(4).

(v) Section 17 takes within its ambit

- (a) frauds (b) mistakes
- (c) concealments (d) all of the above.

GROUP-D

7. Answer any 2(*two*) questions : $2 \times 5 = 10$
- (i) When the Principal is liable for injuries to a workman under his contractor ? What is the liability of the contractor ?
 - (ii) What are the formula for determining the compensation in case of
 - (a) Where death results from injury
 - (b) Permanent total disablement.
 - iii. Who are the Dependent as per Section 2(d) of Workmen's Compensation Act, 1963 ?

GROUP-E

8. Answer any 2 (*two*) questions : $2 \times 5 = 10$
- (i) Explain the Rules of Survey as per Tripura Value Added Tax Act and Rules.
 - (ii) Who are eligible to be a member of Tripura VAT Tribunal ?
 - (iii) Name five goods which are exempted from VAT in Tripura.